

# INVITATION TO BID



Department Of Executive Services  
Finance and Business Operations Division  
**Procurement and Contract Services Section**  
206-684-1681 TTY Relay: 711

**DATE ADVERTISED: 3/9/06**

ITB Title: **Concrete Culverts and Trench Boxes**

ITB Number: **IT13051-JLP**

Due Date: **April 6, 2006 - 2:00 P.M.**

Buyer: Joanne Petrie, [joanne.petrie@metrokc.gov](mailto:joanne.petrie@metrokc.gov), 206 263-4269

## TERM SUPPLY REQUIREMENT

Furnishing **Concrete Culverts and Trench Boxes** as requested by authorized King County Department of Transportation personnel for a period of one (1) year from the date of contract award in accordance with the following and the attached instructions, requirements, and specifications.

**TOTAL BID PRICE:** \$ \_\_\_\_\_  
**(See Section 6)**

### PRE-BID CONFERENCE

All prospective bidders are encouraged to attend the pre-bid conference on Tuesday, March 21, 2006, 10:00 AM, DOT/Roads Maintenance, C Bldg., Gabion Conference Room, 155 Monroe Ave. NE, Renton, WA 98056.

Sealed Bids are hereby solicited and will **ONLY** be received by:  
**King County Procurement Services Section**  
**Exchange Building, 8<sup>th</sup> Floor**  
**821 Second Avenue**  
**Seattle, WA 98104-1598**  
Office Hours: 8:00 a.m. - 5:00 p.m.  
Monday - Friday

## OFFEROR MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name

Address

City / State / Postal Code

Signature

Authorized Representative / Title

Email

Phone

Fax

Delivery guaranteed: ☐ Yes ☐ No

Days after order:

Prompt Payment Discount Terms:  
\_\_\_\_\_%-\_\_\_\_Days, Net \_\_\_\_\_

Prime Proposer **SEDB / DBE** Certification number (if applicable - see [Section 1-24](#))

This Invitation to Bid will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities upon request.

## **SECTION 1 - BIDDING INSTRUCTIONS AND PURCHASE CONTRACT CONDITIONS**

### **1-1 EXPLANATION TO OFFERORS**

All questions and any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and directed to the named buyer not later than seven (7) days prior to the due date specified in the solicitation. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment to the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

### **1-2 SUBMISSION OF OFFERS**

- A. The **original and one (1) copy(s)** of this entire solicitation document package shall be signed and submitted complete. Original shall be noted or stamped "original". Offerors shall use and complete this document for their response, are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation, and shall use both sides of paper sheets where practicable. Failure to return the entire solicitation document with offer will result in disqualification of the offeror.
- B. Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the solicitation title and number, the due date specified in the solicitation for receipt, and the name and address of the offeror on the face of the envelope. Offerors are cautioned that failure to comply may result in non-acceptance of the offer.
- C. Telegraphic or electronic offers will not be considered. Modifications to offers already received may be made by telegram provided the actual telegram is received prior to the hour and date specified for the bid opening.
- D. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified in the solicitation, will be submitted without expense to the County. If not destroyed by testing, samples will be returned at the offeror's request and expense unless otherwise specified.
- E. All offers submitted shall be firm offers for a minimum period of 60 days after the bid opening date unless otherwise stated in writing in the offer.

### **1-3 FAILURE TO SUBMIT OFFER**

If the recipient of this solicitation does not wish to submit an offer for the goods or services requested, they may return it and/or a written notice stating whether they wish to continue to receive future solicitations for the type of supplies or services specified.

### **1-4 LATE OFFERS**

Offers, modifications of offers, and withdrawal of offers received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

### **1-5 PREPARATION OF OFFERS**

- A. Offerors are expected to examine the drawings, specifications, delivery, schedules and all Instructions. Failure to do so will be at the offeror's risk.

- B. All offers shall be considered to be in strict compliance with the bid invitation specifications and the successful offeror will be held responsible therefore unless any and all variations from the specifications are clearly described and sufficient supporting data is submitted with the bid to show their equivalency to the specifications.
- C. Each offeror shall furnish all information required by the solicitation. To be eligible for award the offeror must sign the solicitation and print or type their name in the space provided. Offers signed by an agent are to be accompanied by evidence of their authority unless such evidence has been previously furnished.
- D. Unit prices with extended totals for each item shall be listed and shall include all packing charges. Unit prices will be used as the basis for awards when an error in extending total amounts occurs.
- E. The prices quoted shall remain firm until all deliveries of goods and/or services are completed. Offers stating price in effect at the time of shipment will not be accepted.
- F. When indicated, King County will use prompt payment discount terms when evaluating offers, however, discounts terms of less the twenty (20) days will not be considered. The minimum acceptable payment terms without benefit of twenty (20) day discount shall be NET 30 days. List prompt payment discounts offered on page 1 of the solicitation.
- G. Taxes shall NOT be included in the bid prices. Applicable taxes will be added as a separate item. The offeror is cautioned that sales tax is a factor in evaluating the total cost to the County for awards.
- H. All deliveries shall be FOB destination unless otherwise specified by the County, or when specifically excepted by the offeror. All offerors of FOB origin shipments are cautioned that shipping costs are a factor in determining net costs to the County.
- I. Offeror must state a definite time for delivery of supplies or completion of performance of service unless otherwise specified in the solicitation.
- J. Time, if stated as a number of days, will include Saturdays, Sundays and holidays.
- K. Offerors are cautioned to note any requirement for certification of understanding shown in the solicitation. Offerors signing such certificates indicate understanding and agreement to comply with the specifications and will be held fully responsible.

#### **1-6 MODIFICATION OR WITHDRAWAL OF OFFERS**

Offers may be modified or withdrawn by mail or telegraphic notice received prior to the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or authorized representative provided their identity is made known and they sign a receipt for the offers, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers. All requests for modification or withdrawal of offers, whether personal, written, or telegraphic shall not reveal the amount of the original bid.

#### **1-7 ACKNOWLEDGEMENT OF ADDENDA TO SOLICITATIONS**

Receipt of an addendum to a solicitation by an offeror must be acknowledged by:

- A. signing and returning the addendum, or
- B. acknowledging receipt of all addenda as indicated by the solicitation

Such acknowledgement must be received prior to the hour and date specified for receipt of offers.

## 1-8 BID DEPOSIT

When specifically required by the solicitation, a bid deposit in the form of a surety bond, postal money order, cashier's check, or certified check shall be furnished by the offeror to the County payable to "King County Finance". The bid deposit of all unsuccessful offerors shall be returned after the contract is awarded.

## 1-9 GENERAL

- A. Offerors desiring to restrict offers to the basis of "Lots" or "All or None" must clearly indicate such restriction in writing in the offer.
- B. After award, the Buyer or authorized County representative shall have the option of rejecting or refusing delivery of any and all articles which are not in strict conformity with the requirements of the specification and the offer. All such rejected articles must be promptly removed and replaced by new articles (which shall be subject to approval) at the offeror's own expense.
- C. Offers are understood as containing a warranty that all articles are in strict conformity with the requirements of the specifications.
- D. On failure to furnish promptly any articles specified in the contract, of the quality specified, the County reserves the right to purchase same in the open market, or of declaring such contract void, and if a greater price than the contract price has to be paid for any articles by purchasing it in the open market, the difference will be charged to the Contractor.
- E. Electronic Commerce and Correspondence:

King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/procurement>. Please refer to the "RFPs, RFQs & ITBs / New / Goods/Services" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential offeror. Each offeror bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If an offeror downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the offeror *must* use the "Feedback" (Envelope) button at the bottom of the Web page to convey the offeror's company name, contact name, mailing address, and phone/fax number to the County. Please note which document/documents were downloaded.

After all offers have been opened in public, the County will post a listing of the offerors-submitting offers, or the name of a person to contact for bid results at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs/ Awarded/ Goods/Services" portion of the site for a listing, as well as a notification of a final award.

## 1-10 SUBSTITUTIONS

When special brands, materials, design, style or size are named in the solicitation for any item, such specifications shall be construed to be shown solely for the purpose of indicating the standard of quality, performance or intended use. Where indicated in the solicitation, brands of equal quality, performance and use shall be considered, provided the offeror specifies the brand, model and submit

with their offer other data necessary for comparison. The County shall retain the sole right to accept or reject substitute offers.

#### **1-11 TAXES**

- A. King County requires that all awarded Contractors have a Department of the Treasury Internal Revenue Service Form W-9 on file with King County to accommodate payment. If your firm does not have this form on file, or if you wish to obtain a copy, you may download a copy from either the King County web site<sup>1</sup>, or directly from the Internal Revenue Department web site<sup>2</sup>, or you may request one from the contact address and phone number on the front page of this bid form.
- B. King County is required to pay Washington State Sales or Use Taxes for most goods and services.
- C. King County is exempt from Federal Excise and Transportation Taxes. Said exemption is made pursuant to Chapter 32 of the Internal Revenue Code and Registry No. A-1 02374. When requested, an exemption certificate will be furnished.

#### **1-12 WARRANTY**

On each item offered, the minimum acceptable warranty shall be that the Contractor will repair or replace all equipment or items which fail due to defective equipment and/or defects in material and workmanship at no cost to the County during the first year after acceptance by the County. The solicitation may require other specific warranty terms and details. All warranties shall indicate the following information.

- A. Exact period of warranty.
- B. Any special extended warranty offered.
- C. Name and address of local warranty service and service hour.
- D. Name and address of local parts supplier and delivery time.
- E. Any special hours emergency service offered.
- F. Availability of direct factory service and parts.
- G. A general statement of warranty policy

The Contractor shall submit copies of applicable warranties upon request by the County.

#### **1-13 AWARD OF CONTRACT**

- A. An award of contract shall be subject to all applicable Federal and State laws, King County Code, and, to King County Contracting Opportunities Program (refer to paragraph 1-24).
- B. The contract will be awarded to the responsible, responsive offeror submitting the lowest price to the County subject to King County's Small Economically Disadvantaged Business (SEDB) Opportunities Program as stated on Attachment "A".
- C. The County reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers.
- D. The County may accept any individual item or group of items of any offer, unless the offeror qualifies their offer by specific limitations. (refer to paragraph 1-9.A).

<sup>1</sup> The King County's web site is located at: [http://metrokc.gov/procurement/resources/forms\\_gs.aspx](http://metrokc.gov/procurement/resources/forms_gs.aspx)

<sup>2</sup> The Internal Revenue Service web site is located at: <http://www.irs.gov/>

- E. A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance shall be a binding contract without further action by either party.
- F. On any County award or rejection, the decision of the County shall be final.

#### **1-14 TERM PURCHASE AGREEMENTS**

- A. Term purchase agreements, annual or blanket purchase orders may be issued by the County for goods/services for such periods as are indicated in the solicitation or agreement (contract). Such agreement periods may be less than but shall not exceed the specified time period.
- B. The quantities listed in the solicitation represent the County's estimated requirements during the contract period. The County will be neither obligated by nor restricted to the quantities indicated.
- C. Term purchase agreements for estimated quantity requirements are subject to the option of King County to purchase up to 25% of its requirements from other sources for experimental, test or evaluation purposes or if a lower responsible price is offered or if the vendor is unable to make deliveries in accordance with the requirements of the County.
- D. The prices quoted shall be the maximum allowed during the contract period unless the solicitation specifically provides for price escalation. Price reductions at the manufacturer's or distributor's level during the contract period shall be reflected by a reduction of the contract price retroactive to the effective date of the price reduction.

#### **1-15 AFFIRMATIVE ACTION AND NON-DISCRIMINATION IN CONTRACTING**

The offeror shall comply with the provisions of King County Code Chapters 12.16, 12.17, 12.18, and all applicable state and federal anti-discrimination laws, rules, regulations and requirements.

#### **1-16 INSURANCE**

When required under the terms of the solicitation, commercial general and auto liability, property damage, and fire insurance acceptable to the County in the amounts specified, shall be furnished by the offeror. All insurance policies shall be endorsed with the following declaration, "King County, its officers, employees, and agents are covered as additional insureds."

#### **1-17 INVOICES**

Two copies of invoice(s) shall be submitted, unless otherwise specified. Invoices shall contain the following information: The purchase order/contract number, item numbers, description of supplies or services, sizes, quantities, unit prices, extended totals, and discounts offered, if applicable. Bill to the "SHIP TO" address on the purchase order unless otherwise notified. DO NOT BILL TO OR FORWARD INVOICES TO THE PROCUREMENT SERVICES SECTION.

#### **1-18 PAYMENTS**

The Contractor shall submit properly certified invoices to King County. All payments will be remitted by mail. The provisions or monies due under this contract shall not be assignable. The County will take advantage of any prompt payment discount terms offered. Discount periods must be extended if the invoice is returned for credit or correction.

#### **1-19 COOPERATIVE PURCHASING**

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing.

**1-20 CONTINGENT FEE**

The Contractor, subcontractor and each offeror certifies that:

- A. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or receive this contract.
- B. They have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage or brokerage fee contingent upon or resulting from the award of this contract and agreed to furnish information relating to (A) or (B) above as requested by the County.
- C. They have not been asked or otherwise coerced, either expressly or impliedly, into contributing funds for any purpose as a condition to doing business with the County.

**1-21 CANCELLATION**

The County may cancel any purchase order/contract, or any part thereof by written notice at any time without penalty for its own convenience, for default of the Contractor, or, for non-appropriation of funds by the King County Council.

**1-22 PROTEST PROCEDURE**

King County has a process in place for receiving protests based upon either bids or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.

**1-23 ENVIRONMENTAL PURCHASING POLICY**

Offerors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Offeror and Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the contract and shall, whenever practicable, use both sides of the paper and ensure that the Submittal Response Form of each document bears an imprint identifying it as recycled paper. (Reference: KCC 10.16 & King County Executive Policy CON 7-1-2).

**1-24 KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM FOR GOODS AND SERVICES**

King County Contracting Opportunities Program is a public contracting assistance program that is being implemented on a one-year pilot basis. The purpose of the program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) through the use of a five percent (5%) incentive factor in the award of King County competitively bid contracts for the purchase of goods and services. The program is open to all SEDB certified by King County's Business Development and Contract Compliance Office. To learn more about this program see "Attachment A" of this solicitation.

## SECTION 2 - OFFEROR QUALIFICATIONS, BID EVALUATION, AND AWARD

### 2-1 FINANCIAL RESOURCES AND AUDITING

If requested by the County, prior to the award of a contract, the successful offeror shall submit proof of adequate financial resources available to carry out the execution and completion of work required by this contract. This proof may include but shall not be limited to, audited financial statements such as balance sheets and statements of cash flow for each of the three (3) most recently completed fiscal years, documentation of an open line of credit or other arrangement with an established financial institution, certification of adequate financial resources provided by the successful offeror's principal financial officer or an independent accountant, or an onsite audit of the successful offeror's financial fitness to perform the contract, conducted by King County's Auditing Division.

King County reserves the right to audit the Contractor throughout the term of this contract to assure the Contractor's financial fitness to perform and compliance with all terms and conditions contained within this contract. King County shall be the sole judge in determining the Contractor's financial fitness in carrying out the terms of this contract.

### 2-2 QUALIFICATIONS

To be eligible for award, offerors shall be a bona fide franchised dealer or manufacturer of the **concrete culverts and trench boxes** offered.

### 2-3 REFERENCES

List the names and addresses of four (4) customers, for whom the offeror has provided similar products, preferably in Washington State, for a period not less than one (1) year. Include dates, contact persons and telephone numbers. Should any reference submitted by an offeror be found unsatisfactory, King County, at its sole option, may reject that offeror's offer. King County shall be the sole judge in determining a satisfactory/unsatisfactory reference response. **References must be submitted with offer.**

Company Name	1. _____	2. _____
Company Address	_____	_____
Company Phone	_____	_____
Contact Person	_____	_____
Dates	_____	_____
Company Name	3. _____	4. _____
Company Address	_____	_____
Company Phone	_____	_____
Contact Person	_____	_____
Dates	_____	_____

**2-4 EVALUATION**

Offers meeting all other requirements of this ITB will be evaluated based upon price.

King County will use prompt payment discount terms in evaluation of this ITB, however, discounts terms of less the twenty (20) days will not be considered. Minimum acceptable payment terms by King County without benefit of twenty (20) day discount shall be NET 30 days. State payment terms below and transfer to Page 1 of this ITB.

\_\_\_\_\_ % - \_\_\_\_\_ DAYS, NET \_\_\_\_\_

The evaluation process will also include application of a 5% incentive factor for firms responding to this ITB that are certified and participating in King County's Contracting Opportunities Program.

**2-5 AWARD**

Award will be made to the firm deemed lowest responsive, responsible offeror, based upon total cost to the County, after application of the 5% incentive, if eligible.

King County reserves the right to make multiple awards of this ITB if determined to be in the best interest of the County.

## **SECTION 3 - GENERAL CONTRACT REQUIREMENTS**

### **3-1 AFFIRMATIVE ACTION REQUIREMENTS KING COUNTY CODE CHAPTER 12.16**

King County Code 12.16 relates to non-discrimination in employment and requires vendors to submit work force data to be eligible for a purchase order or contract award. For a vendor/contractor to receive a purchase order or contract, personnel employment data must be provided on the King County Personnel Inventory Report (PIR) when the amount of business placed with the firm will exceed \$25,000 for the year. The code also requires submission of a notarized Affidavit and Certificate of Compliance when orders during any one-year period are expected to amount to \$25,000 or more. After the initial submission, a PIR is required to be updated and resubmitted once every two years in order for the form to remain valid with the County. The Affidavit remains valid as long as an updated PIR is submitted once every two years.

In order to be eligible for receipt of a purchase order for this work, offerors/proposers must have the above listed forms on file with the County. Forms are to be filed with the Procurement & Contracts Services Section. Please contact the King County Procurement & Contracts Services Section at (206) 684-1681, or the buyer listed in this document if you wish to receive a copy of these forms and/or have questions regarding their completion. Copies of the forms are also maintained at:

[http://metrokc.gov/procurement/resources/forms\\_gs.aspx](http://metrokc.gov/procurement/resources/forms_gs.aspx).

### **3-2 NON-DISCRIMINATION IN CONTRACTING AND EMPLOYMENT**

King County Code Chapter 12.17 and 12.18, which relates to non-discrimination in contracting and fair employment practices, are incorporated by reference as if fully set forth herein and such requirements apply to this contract. In accordance with K.C.C. 12.17 and 12.18, neither the Contractor nor any party subcontracting under the terms and conditions of the contract shall discriminate or engage in unfair contracting or employment practices.

### **3-3 NON-DISCRIMINATION IN BENEFITS TO EMPLOYEES WITH DOMESTIC PARTNERS**

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms, and Ordinance 14823 are available online at:

[http://www.metrokc.gov/procurement/documents/U\\_042\\_EB\\_Worksheet\\_Declaration.pdf](http://www.metrokc.gov/procurement/documents/U_042_EB_Worksheet_Declaration.pdf).

### **3-4 SUPPORTED EMPLOYMENT PROGRAM**

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those offerors that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Ray Jensen, Community & Human Services, Developmental Disabilities Division at (206) 296-5268.

### **3-5 DESCRIPTIVE DATA AND SPECIFICATIONS**

Submit complete descriptive data and specifications, including a statement of warranty, for the equipment offered.

**3-6 ESTIMATED QUANTITIES**

The quantities listed in the solicitation represent the County's current estimated requirements. The County will be neither obligated by nor restricted to the quantity(s) indicated.

**3-7 NON-ASSIGNMENT**

The Contractor may not assign any rights or delegate any duties under this contract without the County's prior written consent. Such consent must be in writing and received no less than sixty (60) days prior to the date of any proposed assignment and/or delegation.

**3-8 INCORPORATION OF DOCUMENTS**

The contract between the awarded offerer and King County shall include all documents mutually entered into, specifically including the contract document, the solicitation, and the Response to the solicitation. The contract must include, and be consistent with, the specifications and provisions stated in this solicitation.

**3-9 SEVERABILITY**

The invalidity or unenforceability of any provision of any resultant Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**3-10 INDEMNIFICATION AND HOLD HARMLESS**

A. In providing services under this Contract, the Contractor is an independent contractor, and neither the Contractor nor its officers, agents or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Contractor, its employees and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless the County and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Contractor of work, services, materials, and/or supplies by Contractor employees or other suppliers in connection with or in support of the performance of this Contract.

B. The Contractor further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.

C. The Contractor shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)], their officers, employees, and agents from any and all costs, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of the contractor, its officers, employees,

subcontractors of any tier and/or agents. The Contractor agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, subcontractors of any tier or agents.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this paragraph C, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

- D. For purposes of paragraphs A and C above, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- E. In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraph A and C above, such attorney fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.
- F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.
- G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

### **3-11 TERMINATION**

#### **A. Termination for Convenience**

The County for its convenience may terminate this contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Successful Awardee. After receipt of a Notice of Termination, and except as directed by the contract administrator, the Successful Awardee shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Successful Awardee shall be paid its costs, including necessary and reasonable contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the notice. The Successful Awardee shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Successful Awardee has any property in its possession belonging to the County, the Successful Awardee will account for the same and dispose of it in the manner the County directs.

#### **B. Termination for Default**

In addition to termination for convenience, if the Successful Awardee does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services and the Successful Awardee fails to perform in the manner called for in the contract, or if the Successful Awardee fails to comply with any other material provisions of the contract, the County may terminate this contract, in whole or in part, for default. Termination shall be effected by serving a Notice of Termination by certified mail (return receipt requested) on the Successful Awardee setting forth the manner in which the Successful Awardee is in default and the effective date of termination; provided that the Successful Awardee shall have ten (10) calendar days to cure the default. The Successful Awardee will only be paid for goods delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract less any damages to the County caused by such default.

The termination of this contract shall in no way relieve the Successful Awardee from any of its obligations under this contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

This contract may be canceled at the end of the then current fiscal period for non-appropriation of funds by the King County Council. Such cancellation shall be upon thirty (30) days written notice to the Successful Awardee. King County's fiscal period ends December 31 of each year. If the contract is terminated as provided in this subsection:

The County will be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination; and

The Successful Awardee shall be released from any obligation to provide further services pursuant to the contract as are affected by the termination.

Funding under this contract beyond the current appropriation is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this contract. Should such an appropriation not be approved, the contract will terminate at the close of the current appropriation year.

## **SECTION 4 - SPECIFIC CONTRACT TERMS AND CONDITIONS**

### **4-1 CONTRACT VALUE**

The estimated annual value of this contract is approximately **\$500,000.00**. King County will not be limited, restricted or bound by this dollar value, nor shall the County be obligated to purchase any items contained in this ITB.

### **4-2 DELIVERY**

The Contractor shall deliver the structures on the same day King County arranges to have a crane at the project site to off-load and place the concrete box culverts, trenches and components. The Contractor may deliver the trench or culvert components to the project site earlier subject to approval by the Project Manager; however, the Contractor shall provide their own means of off-loading the materials at no additional cost to the County.

If necessary, the Contractor shall hold the box culverts and/or trenches in a secure location until King County schedules a delivery time.

**The Contractor shall include in the unit price for each structure two hours of stand-by time per truck at the project site to allow for unloading.**

All deliveries shall be FOB destination.

### **4-3 CONTRACT DURATION/ EXTENSION**

The contract period may be extended in one-year increments for two additional one-year periods, unless otherwise specified, in accordance with the best interest and at the sole option of the County.

### **4-4 PRICE REVISIONS**

The prices shall remain firm for at least one (1) year after the bid award. Thereafter prices may be changed as follows: All price reductions at the manufacturer's or distributor's level shall be reflected in a reduction of the contract price(s) to King County retroactive to the effective date of the price change.

In the event of a price increase at the manufacturer's level during the contract period, the Contractor may request a price change not to exceed the exact amount of the manufacturer's price increase. The request shall include adequate documentation and/or a copy of their suppliers price change notice. The Contractor shall endeavor to give the King County Procurement Services Section thirty (30) days but not less than fourteen (14) days written notice prior to the effective date of the price increase. The County may cancel the contract if the price increase request is not approved.

If price increases are approved by the County and allowed, they shall take effect at the time of contract extension and remain in effect for the subsequent contract extension period.

### **4-5 USAGE REPORTS**

Annually, the Contractor shall furnish to the Procurement Services Section usage reports showing a summary of the ordering and/or history of each county agency for the previous contract year. The report shall show at minimum, description and total quantity of each item ordered during the period, reporting period, county agency, and total dollars per agency. King County reserves the right to request additional information, if required, when reviewing contract activity.

**4-6 FTA REQUIREMENTS**

This solicitation shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation.

**4-7 INSURANCE REQUIREMENTS**

By the date of execution of this Contract the ("Contractor") shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons and/or damages to property which may arise from, or in connection with the performance of work hereunder by the contractor, its agents, representative, employees, and/or subcontractors. The cost of such insurance shall be paid by the Contractor.

The Contractor shall furnish proof of Commercial General Liability insurance in the amount of the least \$1,000,000 combined single limit, \$2,000,000 aggregate, with King County its officers, employees, and agents covered as additional insureds.

The Contractor shall furnish proof of Commercial Auto Liability insurance in the amount of at least \$1,000,000 combined single limit, with King County its officers, employees, and agents covered as additional insureds.

The Contractor shall furnish proof of Workers' Compensation: Statutory Requirements of the State of Residency.

**4-8 WARRANTY**

- A. The Contractor hereby warrants itself that for a period of one (1) year from the date of final acceptance, they will at their own expense and without cost to the County, replace all defective parts and make any repairs that may be required or made necessary by reason of defective design, material or workmanship.
- B. King County may avail itself of the offeror's standard warranty if more beneficial to the County.
- C. Warranty Condition: The offeror shall provide, upon request by the County, a clear and concise statement of the terms and conditions of warranty, including the period and extent of coverage for all defects in material, workmanship and design. The warranty shall be specified for all components of the equipment regardless of whether these components were built by the original equipment manufacturer or outside suppliers.
- D. Claims: The offeror shall provide "on the spot" settlement of warranty claims or disputes, and authorize local representatives to act on the equipment manufacturer's behalf.

## **SECTION 5 - TECHNICAL SPECIFICATIONS**

### **5-1 GENERAL**

The Contractor shall provide Concrete Culverts and Trench Boxes "as needed" and requested by authorized King County Transportation Roads personnel for various road projects.

### **5-2 KING COUNTY ROAD STANDARDS / WSDOT STANDARD SPECIFICATION**

The provisions herein shall be used in conjunction with the King County Road Standards, latest edition adopted by the King County Council, which supplements the WSDOT Standard Specification For Road, Bridge, and Municipal Construction, latest edition. These references will hereafter be cited respectively as the "K.C. Road Standard" and the "Standard Specifications".

Copies of the Standard Specifications and the K.C. Road Standards are on file in the office of the Map Counter, Department of Transportation, 201 South Jackson, Seattle, Washington, 98104, phone (206) 205-5109, where they may be examined and consulted by any interested party or purchased for a nominal fee.

When conflicts arise, K.C. Road Standards supersede the Standard Specifications. The Standard Specifications and K.C. Road Standards, except as they may be modified, supplemented or superseded by these Special Provisions shall govern all aspects of the work under this contract.

**All dimensions for concrete culverts and trench boxes shown on the plans are inside clear span, and listed in the following order Length x Width x Height, unless otherwise noted.**

### **5-3 RECORD DRAWING AND STRUCTURAL CALCULATIONS**

Prior to fabrication, the County Project Manager will provide a set of plans to the Contractor with the necessary information for preparation of shop drawings, including length, width, height, skew, cover, address, and other appurtenances. The Contractor shall submit to the County Project Manager a set of Shop Drawings within (2) weeks after receipt of the plans.

Upon receipt of the shop drawings the County Project Manager shall coordinate the review and return red lined shop drawings to the Contractor for fabrication within (2) two weeks. The Contractor shall provide one copy of the corrected shop drawings and the structural calculations to the County Project Manager before the structure is delivered to the construction site.

### **5-4 PRE-CAST CONCRETE STRUCTURES**

Pre-cast concrete structures shall conform to the Standard Specifications, latest edition. The Contractor shall use Portland Cement Concrete, Class 4000W. The payment provision in Section 6-02.5 of the Standard Specifications shall not apply. Payments shall be in accordance with the terms and conditions of this Invitation to Bid.

The Contractor shall design the pre-cast concrete structures to be utilized in direct contact with ground and water. The pre-cast concrete structures shall also be resistant to sulfates and shall withstand varying traffic loads at each site.

At a minimum, the Contractor shall provide one weld plate per cold joint between pieces. Weld plates shall be as near the center along the joint of the two pieces as feasible unless required by structural design to be located differently. Any additional weld plates shall also be included if required by the structural design.

The Contractor shall provide and include in their bid unit price the weld plates for all pre-cast concrete structures. In addition, the weld plates shall be delivered to the site with the concrete pre-cast units.

The Contractor shall deliver the box culvert sections, trench box sections, end walls, baffles, covers, wing walls, footings, and all other trench or box culvert components to each of the specified sites. If the County determines that it is necessary to deliver the structure to another location, the County will reimburse the Contractor the additional mileage at the rate bid in Section 6 - Pricing, Schedule Three.

The Contractor shall attach material certifications to shipped products, and shall include inside clear span dimensions, traffic loading and soil bearing pressure information.

Design and fabrication of the pre-cast concrete structures and components by the Contractor shall be such that King County will only be required to place the pieces, weld them together, grout the seams, and backfill around the structure to complete installation.

#### **5-5 BOX CULVERT STANDARDS**

The box culverts shall be designed with soil cover as shown on the attached plans. A soil bearing pressure of 2500 psf shall be assumed for all box culverts unless otherwise noted on the plans. All box culverts shall be designed using HS-25 traffic loading. The Contractor shall provide cold joints on all box culverts as shown on the attached plans.

#### **5-6 TRENCH STANDARDS**

The Contractor may use the baffles and sediment weirs as structural members in their structural calculations and design of the trenches. The Contractor shall design the steel reinforced pre-cast covers on the trenches to withstand frequent removal. The culverts shall be designed with soil cover as shown on the attached plans. A soil bearing pressure of 2500 psf shall be required for all trenches unless otherwise noted on the plans. All trench boxes shall be designed using HS-25 traffic loading. The Contractor shall provide cold joints on all trench box culverts as shown on the attached plans.

#### **5-7 NOTICE-TO-PROCEED**

King County will provide a thirty-day notice-to-proceed to the Contractor to begin fabrication of each concrete culvert and trench box unless a shorter time is agreed to by both King County and the Contractor. In addition, King County may extend the thirty-day notice-to-proceed at no additional charge to the County. The Notice-to-Proceed will be issued to the Contractor before the project site is ready for delivery of the pre-cast concrete culverts, trenches and components.

The Contractor shall not begin fabrication until the King County Project Manager issues a notice-to-proceed. Any fabrication prior to receiving the notice-to-proceed shall be at the risk of the Contractor.

If the Contractor cannot meet the required schedule/delivery for any reason and the Project Manager determines time is of the essence in completing the work, the Project Manager may place the order with the next low bidder.

#### **5-8 CLUTCHES**

The Contractor shall provide the clutches required to lift the concrete culverts, trenches and components. The County will make every effort to return the clutches after the last delivery. However, should the clutches be needed after the last truck is released from the site, the County will return it to the Contractor within three days at no additional charge to King County. Any cost associated with the loan of the clutches shall be included in the bid unit price.

If the clutches are damaged or lost while in the County's possession, the County will pay for the damage at a fair and reasonable price.

**5-9 INSPECTION**

King County reserves the right to inspect and test materials and equipment that will be utilized during the performance of this contract. An inspection may occur at anytime during the contract term.

**5-10 NON-COMPLIANCE**

The Contractor shall ensure that delivered concrete culverts, trenches and components meet the requirements specified in this Invitation to Bid. Non-compliance or defective materials shall be replaced at no additional cost to the County.

**SECTION 6 - PRICING INSTRUCTION AND INFORMATION SECTION:**

The concrete culverts and trench boxes listed in the pricing section are samples of frequently purchased sizes and were selected for bidding purposes only. King County reserves the right to purchase other size concrete culverts and trench boxes based upon the bid cubic yard price submitted in Schedules One and Two and per the terms and conditions of this Invitation to Bid.

The unit prices for each structure in Schedule One and Two **shall include the first two hours of stand-by time at each job site for off loading box culverts and trenches.**

Offerors shall provide pricing for all items within each schedule and the cubic yard price to be considered responsive.

The lowest grand total offered by the responsive, responsible offeror shall be determined as the low bid. King County reserves the right to award multiple contracts.

Offerors are cautioned not to alter the Scope of Service and terms and conditions of this Invitation to Bid. Any alteration may render a bid non-responsive.

**6-1 SCHEDULE ONE****Pre-Cast Concrete Trenches**

Item No.	Quantity	Location/Description	Unit Price	Extended Price
1	1	28810 NE Cherry Valley Rd Size: 57' L x 8' W x 8' H <b>Reference:</b> <a href="#">Design Plan 2-1155</a> (12MB PDF)	\$_____	\$_____
2	1	34115 SE David Powell Rd Size: 41' L x 5' W x 4' H <b>Reference:</b> <a href="#">Design Plan 2-1294</a> (16.8MB PDF)	\$_____	\$_____
3	1	11925 Kelly Rd NE Size: 50' L x 8' W x 6' H <b>Reference:</b> <a href="#">Design Plan 2-1316</a> (11.8MB PDF)	\$_____	\$_____
4	1	12630 Kelly Rd NE Size: 32' L x 6' W x 6' H <b>Reference:</b> <a href="#">Design Plan 2-1313</a> (12MB PDF)	\$_____	\$_____
5	1	29318 NE Cherry Valley Rd Size: 50' L x 8' W x 7' H <b>Reference:</b> <a href="#">Design Plan 2-1307</a> (11.5MB PDF)	\$_____	\$_____
6	1	5911 Preston Fall City Rd SE Size: 44' L X 3.25' W X 2' H <b>Reference:</b> <a href="#">Design Plan 2-1289</a> (12.6MB PDF)	\$_____	\$_____
7	1	Kerriston Rd @ SE 208 St. 2.4 Miles North of Asphalt Roadway Fish Ladder includes 12' W x 9' H wall and footing Size: 16' L x 6' W x 4.56' H ( Open Top ) <b>Reference:</b> <a href="#">Design Plan 4-824</a> (7.4MB PDF)	\$_____	\$_____
		Cubic Yard Price \$_____		
		<b>Offerors shall state the cubic yard price included in the Unit Price for items 1-6.</b>		
<b>Total (Items 1 – 7): \$_____</b>				

## 6-2 SCHEDULE TWO

### Pre-Cast Concrete Box Culvert

Item No.	Quantity	Location/Description	Unit Price	Extended Price
1	1	15015 444 Avenue SE Size: 40' L x 10' W x 5' H <b>Reference:</b> <a href="#">Design Plan 2-1360</a> (14.3MB PDF)	\$_____	\$_____
2	1	W. Snoqualmie Valley Rd. NE @ HSE #11530 Size: 40' L x 12' W x 9' H <b>Reference:</b> <a href="#">Design Plan 2-1233</a> (15MB PDF)	\$_____	\$_____
3	1	SE Lake Dorothy Rd. 1.1 miles from end of paved road Size: 40' L x 10' W x 7' H <b>Reference:</b> <a href="#">Design Plan 2-1287</a> (12.5MB PDF)	\$_____	\$_____
		Cubic Yard Price \$_____		
		<b>Offerors shall state the cubic yard price included in the Unit Price for items 1-3.</b>		
<b>Total (Items 1 –3): \$_____</b>				

## 6-3 SCHEDULE THREE

### Standby Time for Off Loading Structures and Mileage for Relocations

Additional standby time and mileage may be required. Offerors shall provide pricing for standby time beyond the first two hours and additional mileage per truck for the relocation of concrete culverts and trench boxes.

Item No.	Estimated Annual Hours/Miles	Hourly/Mileage Unit Price	Extended Price
1	25 Hours	\$_____ Hourly	\$_____
2	50 Miles	\$_____ Miles	\$_____
<b>Total (Items 1- 2): \$_____</b>			

**Grand Total For (Schedules One, Two and Three) \$\_\_\_\_\_**

**Note 1:** All Box Culvert and trench sizes listed are inside clear span dimensions. Sizes are listed Length x Width x Height, unless otherwise noted.

**Note 2:** \*\*The Design Plan References listed above are available online at:  
[http://metrokc.gov/procurement/rfp\\_rfq\\_itb/new\\_goods.aspx](http://metrokc.gov/procurement/rfp_rfq_itb/new_goods.aspx)



King County

**ATTACHMENT A**  
**INVITATION TO BID 13051-JLP**  
**KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM**  
**FOR GOODS AND SERVICES CONTRACTS**

The King County Contracting Opportunities Program is a public contracting assistance program that is being implemented on a one-year pilot basis. The purpose of the Program is to maximize the participation of Small Economically Disadvantaged Businesses through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods and services.

A "Small Economically Disadvantaged Business" (SEDB) means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is based on a dollar ceiling for standard business classifications that is set at fifty percent (50%) of the Federal Small Business Administration (SBA) and Owners' Personal Net Worth less than \$750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SEDB by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by contacting the BDCC office at (206) 205-0700.

**Application of the 5% Incentive Factor and Contract Award:**

1. This contract will be awarded to the lowest responsive, responsible offeror; provided, however, that if the bid price of a responsive, responsible SEDB is within five percent (5%) of the bid price of the lowest responsive, responsible offeror, and that offeror is not a SEDB, then the contract shall be awarded to the low SEDB offeror.
2. All certified SEDB offerors must complete the information in the section for Offeror Identification as described in the front page of this Invitation To Bid and the certification information below.
3. (\_\_\_) Check if firm submitting Bid is a Small Economically Disadvantaged Business Enterprise certified by King County that will perform the entire contract unassisted.

\_\_\_\_\_  
Name of SEDB Business

\_\_\_\_\_  
SEDB Certification Number

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Contact Person Name and Phone Number

**BID OPENING LABEL**

Complete the form below (or a reasonable facsimile thereof) and affix to the exterior lower left hand corner of the submission package.

<b>U R G E N T – SEALED BID ENCLOSED</b> <b>Do Not Delay – Deliver Immediately</b>	
<b>U R G E N T</b>	 <b>King County</b> King County Procurement & Contract Services Section Exchange Building, 8 <sup>th</sup> Floor 821 2nd Ave., EXC-FI-0862 Seattle, WA 98104-1598
	<b>Bid No.</b> IT13051-JLP
	<b>Bid Title</b> Concrete Culverts & Trench Boxes
	<b>Due Date</b>
	<b>Vendor</b>
<b>U R G E N T</b>	